Submitted by: Chair of the Assembly
at the Request of the Mayor
Prepared by: Solid Waste Services
For reading: October 25, 2022

ANCHORAGE, ALASKA
AO No. 2022-92(S-1)

AN ORDINANCE AMENDING ANCHORAGE MUNICIPAL CODE SECTIONS 26.70.060, 26.70.070, 26.70.080, AND 26.70.090 TO INCREASE RATES FOR THE SOLID WASTE SERVICES REFUSE COLLECTION UTILITY.

THE ANCHORAGE ASSEMBLY ORDAINS:

Section 1. Anchorage Municipal Code sections 26.70.060 through 26.70.090, are amended to read as follows:

26.70.060 - Residential Refuse Service.

A. *Terms of service*.

1. It shall be the sole discretion of SWS to determine the method of collection for any property within the mandatory service area pursuant to section 26.70.030.

2. Billing for solid waste collection service will commence on the date that the roll cart is delivered. A request to cancel service will commence on the next day of service following the vacancy of the premises or the future date of roll cart removal. Retroactive disconnects cannot be offered. SWS shall have the right to determine how solid waste collection charges are to be billed. Failure to receive a bill or failure to apply for service does not relieve the customer of responsibility for the charges.

3. All solid waste collection charges shall be the obligation of the owner of the property served by SWS. Credit for vacant residential units may be extended if the period of vacancy exceeds 30 days and the customer notifies SWS in advance of the scheduled vacancy. Six months is the maximum period of time annually that an account can receive vacation credits.

4. In the event of accidental overcharges or undercharges for solid waste collection services, credit, and debit adjustments will be limited to the most recent six-month period prior to discovery and notification of the error.

5. Any customer who has services decreased due to non-payment must pay all past due billings (including collection costs if applicable) and make an advance payment equal to one billing period prior to reinstatement of service.

6. All solid waste collection charges for residential units shall be billed quarterly, in advance.

B. *Residential rates, fees, and charges shall be assessed for municipal solid waste collection effective January 1, 2023* [2022].

1. *Conventional can or bag service*.

a. Where SWS allows, this rate covers the weekly collection of a maximum of 4 collection units, each unit consisting of one conventional 32-gallon garbage can or approved bag. The customer shall place all refuse for collection at the curbside or alley within three feet of the drivable roadway or alley.

Type of Service	Monthly Rate
Single-family residential	$ 25.00 [23.14]

2. *Additional residential services*.

a. Cans or bags in excess of the weekly limit will be collected and billed to the customer at a charge of $2.50 [2.44] per can or bag. Larger bulk items will be charged at the current disposal charge based on cubic yardage with a minimum of one cubic yard (set by subsections 26.80.050A.2. and 26.80.050A.3.).

b. SWS may collect refuse at other than the scheduled collection time. Estimates for special services will be quoted at the customer's request. The charge for special pickup service with a one-person crew shall be $121.61 [115.82] straight time and $135.46 [129.01] overtime for each one-half hour of vehicle time required for the pickup, plus disposal charges based on the estimated volume of refuse picked up. The charge for special pickup service with a two-person crew shall be $137.59 [131.04] straight time and $160.69 [153.04] overtime for each one-half hour required for the pickup, plus disposal charges based on the estimated volume of refuse picked up.

3. *Automated Refuse Collection Service*.

a. *Basic monthly charge*. This rate covers the weekly collection of refuse and bi-weekly collection of recyclables on collection routes designated by the General Manager. Each customer receiving refuse

collection service on a designated automated collection route shall subscribe to a service level based on standard refuse volumes as designated in this section. Multiple-family residential units, mobile homes or trailer courts with more than one trailer or mobile home, or business establishments shall pay the elected subscription rate per occupancy unit. Subscription rates shall be:

Subscription Volume for Refuse Collection	Monthly Service Charge
32 gallon - Standard Cart	$16.80 [16.00]
32-gallon – Bear Resistant Roll Cart	$18.80 [18.00]
48 gallon – Standard Cart	$24.86 [23.68]
64 gallon – Standard Cart	$33.57 [31.97]
64-gallon – Bear Resistant Roll Cart	$35.57 [33.97]
96 gallon – Standard Cart	$46.57 [44.35]
96-gallon – Bear Resistant Roll Cart	$48.57 [46.35]

b. SWS shall provide each customer receiving service on a designated automated collection route with roll cart refuse container(s) of volume equal to the subscription volume elected by the customer. All roll carts shall be unique in color or labeling such that refuse collection and recyclable collection are readily distinguishable. The customer is responsible for cleaning roll carts.

c. Each container will be designated by a unique serial number which shall be assigned to the customer's account. Upon initiation of service, one set of containers shall be delivered at no charge to the customer.

d. Customers who do not select a subscription volume shall be assigned a default subscription volume of 64 gallons per week and shall be billed accordingly.

e. The customer shall place roll carts for refuse collection at the curbside or alley within three feet of the drivable roadway or alley with a minimum of three feet of clearance from any pole, mailbox, vehicle, roll cart, snow berm, or other obstruction on any side. Customers shall be responsible for clearing snow or other obstructions limiting access to the collection containers.

f. When bear carts are in use, the customer is responsible for placing the bear cart at the curbside or in an alley with the lock in the unlocked position, unless the

customer resides in a designated Secure Trash Regulation Zone, as defined in AMC 15.110. If the cart remains locked, the roll cart cannot be serviced and there will be a return visit fee of $121.61 [115.82] charged if the driver is requested to return.

g. SWS shall only collect refuse properly contained within SWS roll carts. Any waste material not contained within the designated roll cart with the lid tightly closed shall be considered excess refuse and subject to additional charges.

h. Waste in addition to the volume of the provided roll cart must be contained in a closed bag.

i. Customers with excess or oversized refuse shall be charged $12.50 [12.16] per pickup plus the greater of either $2.50 [2.44] per bag or can of conventional size or the current disposal rate by volume basis for a minimum of one cubic yard of uncompacted refuse (set by subsections 26.80.050A.2. and 26.80.050A.3.).

j. Roll carts with refuse exceeding the designed container volume by either protruding above the rim of the container so as to prohibit tightly closing the lid, or stacked on top of the lid shall be charged for excess pickup as prescribed the subsection 26.70.060B.3.a. (Additional Volume). The collections operator may elect to refuse service to any overfilled container which cannot, in the operator's sole opinion, be emptied safely and without potentially spilling refuse to the ground.

k. Reloading of carts while being serviced is not permitted.

l. Roll cart containers shall remain SWS property.

m. Customers vacating premises or otherwise terminating service shall be responsible to arrange for the return of all roll carts to SWS. [UPON REQUEST, SWS WILL PICK UP CARTS FOR A FEE OF $34.73.]

n. Upon termination of service, a charge of $158.80 [117.60] per roll cart shall be assessed for any non-returned/damaged carts.

o. SWS shall replace lost, stolen, or damaged roll carts where damage is considered in excess of normal wear and tear. The customer shall be billed $158.80 [117.60] per cart for each replacement cart.

4. *Residential refuse pack-out service*. SWS offers an additional service to those customers that are unable to place their containers curbside or in the alley on service day. This service shall be provided only upon the customer's request. When subscribing to this additional service, the roll carts are to be placed outdoors and in plain view from the street or alley. SWS employees will then retrieve, service, and return the roll cart to its original location.

   a. When the customer subscribes to this additional service the customer will be charged an additional monthly fee of $<u>10.21</u> [9.72] per set of containers (i.e. 1 trash/1 recycle) in 50 feet increments.

   b. SWS staff may not enter any building and/or gate to collect a container.

(AO No. 2020-91, AO No. 2021-104 §1, eff. 1-1-22)

26.70.070 - Residential Recycling.

A. *Terms of Service*:

1. SWS shall provide one roll cart container for the collection of recyclable materials free of charge when used in combination with residential refuse service. The roll carts shall be unique in color or labeling such that refuse collection and recyclable collection are readily distinguishable. The customer is responsible for cleaning roll carts.

2. Each container will be designated by a unique serial number which shall be assigned to the customer's account. Upon initiation of service, one set of containers shall be delivered at no charge to the customer.

3. Customers will be provided with a list of accepted recyclables. SWS may inspect the contents of any recycling collection container. Containers found to contain contaminants shall be tagged, notifying the customer that unacceptable materials were found. Contents of the container shall be collected as refuse, and the customer shall be billed $30.00 each time a container is found to contain contaminants.

4. <u>Recyclables</u> [ALL RECYCLABLES] will only be collected from roll carts provided by SWS [ONLY]. Any waste material not contained within the designated roll cart with the lid tightly closed shall be considered excess refuse and subject to excess charges.

5. The customer shall place roll carts for recyclables collection at the curbside or alley within three feet of the drivable roadway or alley with a minimum of three feet of clearance from any pole, mailbox, vehicle, roll cart, snow berm, or other obstruction on any side. Customers shall be responsible for clearing snow or other obstructions limiting access to the collection containers.

6. Roll cart containers shall remain SWS property.

7. Customers vacating premises or otherwise terminating service shall be responsible to arrange for the return of all roll carts to SWS. Upon request, SWS will pick up carts.

8. SWS shall replace lost, stolen, or damaged roll carts where damage is considered in excess of normal wear and tear. The customer shall be billed $158.80 [117.60] for each replacement cart.

B. *Residential recycle pack-out service.*

1. When the customer subscribes to this additional service the customer will be charged an additional monthly fee of $10.21 [9.72] per set of containers (i.e. 1 trash/1 recycle) in 50 feet increments.

2. SWS staff may not enter any building to collect a container.

C. *Organic material monthly service charge.*

1. This rate covers the weekly collection of organic materials on collection routes designated by the General Manager. Each customer subscribing to organic material collections shall pay a monthly subscription rate. Subscription rates shall be:

Subscription Volume for Organic Collection	Monthly Service Charge
32-gallon - Organics Cart	$5.50 [5.25]
96-gallon – Organics Cart	$11.00 [10.50]

a. SWS shall provide each customer requesting organics service on a designated automated collection route with roll cart organics container(s) of volume equal to the subscription volume elected by the customer. Organics roll carts shall be unique in color or labeling such that they are readily distinguishable from the refuse collection and recyclable collection. The customer is responsible for cleaning roll carts.

b. Each container will be designated by a unique serial number which shall be assigned to the customer's account.

c. The customer shall place roll carts for organics collection at the curbside or alley within three feet of the drivable roadway or alley with a minimum of three feet of clearance from any pole, mailbox, vehicle, roll cart, snow berm, or other obstruction on any side. Customers shall be responsible for clearing snow or other obstructions limiting access to the collection containers.

d. Roll cart containers shall remain SWS property.

e. Customers vacating premises or otherwise terminating service shall be responsible to arrange for the return of all roll carts to SWS. Upon request, SWS will pick up carts. A charge of $158.80 [117.60] per roll cart shall be assessed to the final bill for any non-returned/damaged carts.

f. SWS shall replace lost, stolen, or damaged roll carts where damage is considered in excess of normal wear and tear. The customer shall be billed $158.80 [117.60] [per cart] for each replacement cart.

g. SWS staff may not enter any building to collect a container.

(AO No. 2018-98 , § 2, 1-1-19; AO No. 2019-13 , § 1, 1-1-19; AO No. 2019-126, AO No. 2020-91, AO No. 2021-104 §1, eff. 1-1-22)

26.70.080 - Commercial Refuse Service.

A. *Terms of service*.

1. It shall be the sole discretion of SWS to determine the method of collection for any property within the mandatory service area pursuant to section 26.70.030.

2. Billing for solid waste collection service will commence with the date of purchase of the property (either by closing documents or municipal tax records). A request to cancel service will commence on the date or future date of notification by the customer. SWS shall have the right to determine how and to whom solid waste collection charges are to be billed. Failure to receive a bill or failure to apply for service does not relieve the customer of responsibility for the charges.

3. All solid waste collection charges shall be the obligation of the owner of the property served by SWS. Retroactive disconnects cannot be offered.

4. All solid waste collection charges for multiple-unit residential structures, commercial buildings, and businesses shall be billed monthly in arrears.

5. Each lot/structure will have its own service receptacle unless SWS determines that the placement of the dumpster will create a safety hazard.

6. In the event of accidental overcharges or undercharges for solid waste collection services, all adjustments will be limited to the most recent six-month period prior to discovery and notification of the error.

7. Any customer who has services decreased due to non-payment must pay all past due billings (including collection costs if applicable) and make an advance payment equal to one billing period prior to reinstatement of service.

8. Customers may request a reload of their dumpster on a scheduled service day. If the reload can be accomplished within five minutes, the customer will only be charged for the additional yardage. The reloading of the dumpster needs to be requested in advance by contacting the SWS Customer Service department at a minimum of 48 hours in advance and only those authorized on the account may make the request.

9. If the driver is required to stand by longer than five minutes for the reload to be completed, the customer will be charged the minimum of one-half hour stated below, in subsection A.10.

10. SWS may collect refuse at other than the scheduled collection time at the rate stated in this subsection. Estimates for special services will be quoted at the customer's request. The charge for special pickup service with a one-person crew shall be $121.61 [115.82] straight time and $ 135.46 [129.01] overtime for each one-half hour of vehicle time required for the pickup, plus disposal charges based on the estimated volume of refuse picked up. The charge for special pickup service with a two-person crew shall be $137.59 [131.04] straight time and $160.69 [153.04] overtime for each one-half hour required for the pickup, plus disposal charges based on the estimated volume of refuse picked up.

11. Dumpster customers who load a container above lid level, exceeding the capacity of the container, will be charged and

billed an excess rate by the cubic yard, with a minimum of one cubic yard.

B. *Damage repairs beyond normal wear and tear to dumpsters, dumpster lids, and locking devices not caused by SWS will be charged to the customer.*

1. Repair charges:

Labor:	$145.87 [138.92]/hr.
Lids:	$166.46 [158.53]
Paint:	$38.29 [36.47]
Decals:	$25.53 [24.31]
Replace dumpster:	$382.88 [364.65]
Replace Locking Device:	$72.12 [68.69]

C. *Commercial can or bag service*.

1. For an additional fee, a pack-out service is available to customers for those containers which are placed outdoors in plain view for SWS staff.

2. In addition to the applicable collection charge of this section, the charge for the collection of these containers shall be $10.21 [9.26] for every 50 feet from the drivable roadway or alley per month.

3. SWS staff may not enter any building to collect a container.

Type of Service	Monthly Rate
Multiple-family residential units manufactured home parks with more than one residential unit (each unit consisting of four cans or bags).	$25.00 [23.14]/unit
In business establishments, each unit consists of four cans or bags. For each additional unit add an additional monthly rate. For more than once weekly service, multiply units times the number of days of service	$25.00 [23.14]/unit

D. *Dumpster container service and rates*. The following rates apply to the collection of solid waste from containers having a capacity of [from] two to eight cubic yards ("cy") that may be emptied mechanically by a refuse collection vehicle:

Schedule 1 - Containers with Loose Refuse with One Operator

Size	1x per wk.	2x per wk.	3x per wk.	4x per wk.	5x per wk.	6x per wk.	2x daily
2 cy	$122.00	$244.00	$364.00	$485.00	$607.00	$730.00	$1,460.00

	[116.00]	[232.00]	[347.00]	[462.00]	[578.00]	[695.00]	[1,390.00]
3 cy	$160.00 [152.00]	$320.00 [305.00]	$480.00 [457.00]	$638.00 [608.00]	$797.00 [759.00]	$957.00 [911.00]	$1,914.00 [1,822.00]
4 cy	$192.00 [183.00]	$383.00 [365.00]	$575.00 [548.00]	$767.00 [730.00]	$957.00 [911.00]	$1,149.00 [1,094.00]	$2,298.00 [2,188.00]
6 cy	$274.00 [261.00]	$550.00 [524.00]	$823.00 [784.00]	$1,097.00 [1,045.00]	$1,371.00 [1,306.00]	$1,647.00 [1,569.00]	$3,294.00 [3,138.00]
8 cy	$357.00 [340.00]	$1,021.00 [972.00]	$1,072.00 [1,021.00]	$1,430.00 [1,362.00]	$1,787.00 [1,702.00]	$2,144.00 [2,042.00]	$4,288.00 [4,084.00]

Note*:* All Containers are limited to household and light commercial wastes.

Schedule 2 - Containers with Loose Refuse and Two-Person Crew

Size	1x per wk.	2x per wk.	3x per wk.	4x per wk.	5x per wk.	6x per wk.	2x daily
2 cy	$204.00 [194.00]	$410.00 [390.00]	$612.00 [583.00]	$817.00 [778.00]	$1,021.00 [972.00]	$1,225.00 [1,167.00]	$2 450.00 [2,334.00]
3 cy	$383.00 [365.00]	$767.00 [730.00]	$1,149.00 [1,094.00]	$1,531.00 [1,458.00]	$1,915.00 [1,824.00]	$2,297.00 [2,188.00]	$4,594.00 [4,376.00]

E. *Commercial dumpster rental rates*.

1. Rental rates for two up to eight cubic yard containers provided by SWS shall be $24.00 [22.85] per month.

2. Locking mechanisms for most commercial dumpsters that do not require the collector to exit the vehicle may be rented for $8.00 [7.58] per month in addition to the dumpster rental rate.

(AO No. 2018-98 , § 2, 1-1-19; AO No. 2019-126 , § 1, 1-1-20; AO No. 2020-91, AO No. 2021-104 §1, eff. 1-1-22)

26.70.090 - Commercial Recycling.

A. The following rates apply to the collection of commercial recyclables from containers having a capacity of 96 gallons that can be emptied mechanically from a refuse collection vehicle.

1. 96-gallon roll cart service refers to automated curbside collection of recyclables.

B. *Terms of service*:

Roll Cart Size	1x every other wk.	1x per wk.	2x per wk.
96 gal	$ 17.00 [16.15]	$ 33.90 [32.28]	$ 67.70 [64.58]

C. *Additional service and rules pertaining to commercial recycling*.

1. A fee of $30.00 may be applied to a customer whose [MIXED-PAPER/CARDBOARD] commercial recycling container contains more than 10% of contaminants. The fee will be applied at the discretion of the collection driver.

2. A customer may schedule a recycle [RECYCLABLE] pick up at times other than the scheduled collection times at a rate pursuant to subsection C.3. below.

3. The charge for special pickup service with a one-person crew shall be $121.61 [115.82] straight time and $135.46 [129.01] overtime for each one-half hour of vehicle time required for the pickup, plus recycling charges based on the estimated volume of refuse picked up. The charge for special pickup service with a two-person crew shall be $137.59 [131.04] straight time and $160.69 [153.04] overtime for each one-half hour required for the pickup, plus recycling charges based on the estimated volume of refuse picked up.

4. [CUSTOMERS MAY REQUEST A RELOAD OF THEIR DUMPSTER ON A SCHEDULED SERVICE DAY. IF THE RELOAD CAN BE ACCOMPLISHED WITHIN FIVE MINUTES, THE CUSTOMER WILL ONLY BE CHARGED THE ADDITIONAL YARDAGE. IF THE DRIVER IS REQUIRED TO STAND BY LONGER THAN FIVE MINUTES FOR THE RELOAD TO BE COMPLETED, THE CUSTOMER WILL BE CHARGED THE MINIMUM OF ONE-HALF HOUR STATED IN THE SUBSECTION ABOVE.]

[5.] Commercial recycling materials left outside of a roll cart [DUMPSTER] will be treated as refuse material and charged at refuse rates.

(AO No. 2018-98 , § 2, 1-1-19; AO No. 2019-126 , § 1, 1-1-20; AO No. 2020-91, AO No. 2021-104 §1, eff. 1-1-22)

Section 2. The Municipal Assembly hereby authorizes the Solid Waste Services Refuse Collection Utility (SWSRCU) to increase rates in the following years by the following percentage increases to increase annual revenues by such percentage increase.

Year	Percentage Increase
2024	**6.00%**
2025	**7.40%**
2026	**6.00%**
2027	**8.10%**
2028	**5.00%**

In each of the noted years, during the preparation of the SWSRCU budget, the Administration will review the required revenues to meet any and all debt covenants and consider any SWSRCU business variables that have changed and will adjust future rates, up or down, to continue to comply with such covenants.

Section 3[2]. This ordinance shall be effective on January 1, 2023.

PASSED AND APPROVED by the Anchorage Assembly this 25th day of October, 2022.

_____
Chair

ATTEST:

_____
Municipal Clerk